

TASMAN PULP AND PAPER CO. LTD. **ELECTRICAL WORKERS—INDUSTRIAL AGREEMENT**

*[Filed in the Office of the Clerk of Awards, Auckland]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 15th day of July 1965 between the North Island Electrical and Related Trades Industrial Union of Workers, (hereinafter referred to as “the union”) and Tasman Pulp and Paper Co. Ltd. (hereinafter referred to as “the employer”) witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement.

*Clause 1—Industry to Which Agreement Applies*

(a) This agreement shall apply to electrical workers and electrical switchboard operators, (more particularly described in clause 5) employed by Tasman Pulp and Paper Co. Ltd. at Kawerau provided that nothing herein shall apply to foremen whose duties are substantially overseeing, not manual.

(b) “Electrical work” shall mean and include the construction, erection, installation, maintenance, repairing, and testing of all electrical appliances as follows: electric generators, motors controllers, switchboards, transformers, lifts, industrial electronic equipment, boosters, storage batteries for stationery use, fire-alarms, telephones, radiators, stoves, hotwater heaters, signs, power points, electric wiring of

all installations, the preparation and installation of conduit and wood casing, armature-winding, magneto-repairing, automatic relay and control equipment and all other work requiring a practical knowledge of electricity.

#### Clause 2—Hours of Work

(1) *Day Workers*—(a) The ordinary hours of work shall be 40 a week, of which not more than eight hours may be worked on each day from Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m.: Except that for those workers employed under a day roster system to provide seven day a week coverage, the ordinary hours of work and other conditions relevant thereto may be fixed by agreement between the union and the employer.

(b) A regular time for lunch break shall be established for each department, in duration not more than one hour nor less than half an hour. When a worker is called for work during his regular meal break the time so worked shall be paid for at half rate extra. Assignments of work during regular meal breaks will be kept to the minimum consistent with operating requirements and there will be no unreasonable refusal on the part of the workers.

(c) No worker shall be required to work more than five hours continuously without an interval for a meal.

(2) *Shift Workers*—(a) Shifts may be worked as necessary provided that this subclause shall not apply unless shifts are worked on five or more consecutive days.

(b) The ordinary hours of work for a shift worker shall not exceed five eight-hour shifts a week and such shifts may be worked on any five of the seven days of the week. The week shall be deemed to commence midnight Sunday-Monday.

(c) Each shift worker shall be afforded reasonable opportunity during the shift to partake of a meal but machinery shall be kept fully working and production shall not be impeded.

(d) In any case where a shift worker commences a rostered sequence of shifts in the course of which he is required to change to another sequence, he shall be paid at overtime rates for the first shift of the new sequence.

(e) Shift allowance for day, afternoon and night shift system shall be—

Day shift i.e. 8 a.m. – 4 p.m.	..	..	..	..	Nil
Afternoon shift i.e. 4 p.m. – midnight	..	..	..	..	5s. a shift.
Night shift i.e. midnight – 8 a.m.	..	..	..	..	10s. a shift.

When 12 hour shifts are worked the total shift allowance of 15s. shall be divided between the two shifts *pro rata*.

*Pro rata* shift allowance shall be paid where a worker undertakes less than a full shift—including duty as replacement or substitute for a regular shift worker.

#### Clause 3—Overtime and Penal Rates

(1) *Day Workers*—(a) Time worked on any day, Monday to Friday outside of or in excess of the hours specified in clause 2 (1) (a) and any time worked on Saturday before 12 noon, shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours in any one day and at the rate of double time thereafter. Time worked between 9 p.m. and 6 a.m. shall be paid for at double time. Time worked on Saturday after 12 noon, or on Sunday shall be paid for at the rate of double time.

(b) Any worker who, after having completed his day's work and left the place of employment, is called back to work overtime shall be paid a minimum of two hours' pay at double rates computed from the time of leaving home and, if the call be completed outside of ordinary hours, to the time of his return home. Where such call-back extends for six or more hours continuously before 8 a.m. double time shall be paid until the worker is released.

(c) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours of duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in subclause (1) (a) of clause 2) occurring during such absence. If, on the instructions of his employer, such a worker resumes or continues work, without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay of ordinary working time (as prescribed in subclause (1) (a) of clause 2) occurring during such absence.

(2) *Shift Workers*—(a) All time worked outside of or in excess of any scheduled shift or time worked on any rostered day off shall count as overtime and be paid for at time and half rate for the first three hours in any one day and double time thereafter.

(b) Work performed on Saturday and Sunday as part of the ordinary hours of work shall accrue the following penal rates:

(i) Before noon on Saturday – first three hours at half ordinary rate extra and thereafter ordinary rate extra.

(ii) After noon on Saturday and on Sunday – ordinary rate extra.

(c) Work performed on Saturday and Sunday when outside the ordinary hours of work:

(i) Before noon on Saturday – first three hours at time and half rate and thereafter double ordinary rate.

(ii) After noon on Saturday and on Sunday – double ordinary rate.

(d) Any shift worker who, after having completed his day's work and left the place of employment, is called back to work overtime shall be paid a minimum of two hours' pay at double rates computed from the time of leaving home and, if the call be completed outside of ordinary hours, to the time of his return home. Where such call-back extends for six or more hours continuously before the start of his normal shift double time shall be paid until the worker is released.

(3) *Change from Day to Shift Work and Vice Versa*—(a) *Day to Shift*—A day worker transferring to shift work shall be paid at overtime rates for the first shift.

(b) *Shift to Day*—A shift worker transferring from shift to day work at such point of the roster that his rostered day/s off in terms of the shift routine fall between Monday and Friday shall be available for day work on such rostered day/s off and for the purpose of payment subclause 3 (2) (a) shall be deemed to apply. If the worker at his own request has leave from work on such rostered day/s off, then no payment shall accrue.

(4) *Provision of Meals*—Workers who, are required to work overtime extending more than one hour past normal meal times will be furnished a meal or paid meal money of 5s. 7d. Normal meal times referred to above are:

12 noon

5 p.m.

10 p.m.

12 midnight—only for the shift worker who continues on overtime at the end of a 4 to 12 midnight shift.

3 a.m.

8 a.m. – provided work begins before 7 a.m.

} Meal intervals not exceeding  $\frac{1}{2}$  hour shall be counted as time worked.

Where in the carrying-out of such overtime work—

- (i) A worker, at the specific request of the employer takes a meal interval of not more than half an hour;
- (ii) Meal times become due as above at 10 p.m., 12 midnight, 3 a.m. and 8 a.m.; the meal intervals so taken shall be counted as time worked.

NOTE:—The purpose of this subclause is to provide for meal times and meals in the course of *overtime* work periods only. Nothing in this subclause shall be construed as applying to work periods which fall within a worker's *ordinary* hours of work whether or not any such ordinary time may accrue penal rates.

(5) *General*—Overtime rates shall not be payable where the overtime worked arises from arrangements solely made by the workers themselves. Such arrangements shall have the employer's approval.

#### *Clause 4—Holidays*

(a) The following shall be the recognised holidays—New Year's Day and the day following, Anniversary Day or a day observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day. Time worked on any of these holidays shall be paid for at double rates in addition to any ordinary wages for the holiday to which the worker is entitled under subclause (c) of this clause.

(b) Where any of these holidays, except Anzac Day, falls on a Saturday or Sunday such holidays shall be observed on the following working day or days as prescribed by the Public Holidays Act.

(c) Payment of wages for the said holidays shall be made to all persons who perform work under this agreement at any time during the fortnight ending on the day on which the holiday occurs. The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in sub-clause (a) of this clause: Provided that for the purposes of this sub-clause workers whose employment is covered by this agreement shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(d) Except in the case of Anzac Day when it falls on a Saturday or a Sunday, where a rostered day off falls on a recognised holiday the shift worker concerned shall be entitled to payment for any such holiday.

(e) Except as provided in subclause (f) and (g) of this clause, annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, except that payment for annual holidays for each employee shall be based on his average weekly earnings under this agreement for the year or such lesser period in respect of which the holiday is allowable but, unless the contrary is specifically provided in the Annual Holidays Act, overtime payments for work in excess of eight hours per day and shift allowance are to be disregarded in making the computation.

(f) A worker after seven continuous years' service with the employer party to this agreement shall be allowed a third week of annual holidays paid for on the same terms as provided in sub-clause (e) hereof.

(g) Whenever the employer elects to operate and for so long as he continues to operate a four shift continuous roster system scheduling maintenance on seven days of the week, 24 hours of the day and including any or all of the holidays specified in subclause (a) hereof rostered shift workers shall work on any or all of such holidays as required by the employer, provided that apart from the closing down and starting up of plant, plant safety and essential services, work shall not be required on Christmas Day and the day following.

Shift workers who have worked under the four-shift continuous roster for a complete year shall be allowed an additional week of annual holidays paid for on the same terms as provided in subclause (e) of this clause.

Shift workers who have worked under the roster for part of the year only shall be entitled to a corresponding proportion of the additional week: Provided that by agreement between the employer and the worker, and subject to the approval of the local branch of the union, payment may be made for the part week in satisfaction of the holiday entitlement.

(h) Subclauses (e) to (g) inclusive of this clause shall have no application to day roster workers who are employed in terms of clause 2 (1) (a) hereof under an agreement which provides separately as to annual holidays for such workers.

*Clause 5—Wages, Service Pay, Tool Allowance*

(a) *Rates of Pay*—It is acknowledged by the union and accordingly recorded by the parties:

Incorporated in the following rates of wages are industrial allowances—viz.

Woodroom, sawmill and timber yard area	..	..	4½d. an hour.
Pulp mill area	}	.. .. .	.. .. .
Construction gang			
Paper mill area	..	..	8½d. an hour.

to replace completely the range of special payments for dirty work, battery work, work with transformer oil, confined space, heat and cold, welding and gas-cutting, height, gasmasks and all other allowances pertaining to working conditions.

The differentials between classifications have been assessed on the basis that due allowance has been built into the rates to cover day to day work assignments outside of the department or group in which substantive classification is made.

The only exception to this rule is where a worker spends more than one hour in a higher-rated department or classification when the appropriate rate shall apply for the time so employed.

All existing agreements, understandings and working arrangements in connection with allowances for working conditions are consequently superseded from the date of coming into force of this industrial agreement.

The following shall be the rates of pay—

(i) *Day Workers*

	Per Hour		Per Week		
	s.	d.	£	s.	d.
<i>Registered Electrical Journeymen</i>					
Workshop	..	..	..	10	3½
Sawmill, woodroom and timber yard area	..	..	..	10	4½
Pulp mill area	}	.. .. .	.. .. .	..	10 5½
Construction gang					
Paper mill area	..	..	..	10	7½
<i>Technician</i>					
(qualified in industrial electronics) classified and employed as such	..	..	..	11	2
22	6	8			

(ii) *Shift Workers*

<i>Registered Electrical Journeymen</i>					
Sawmill, woodroom and timber yard area	..	10	6½	21	1 8
Pulp mill area	..	..	..	10	7½
Paper mill area	..	..	..	10	9½
Head shift electrician	..	..	..	11	5½
<i>Electrical Switchboard and Control Room Operators</i>					
	..	..	..	10	2½
22	8	4			

No person shall be engaged as an operator unless he has such electrical or mechanical qualifications which in the opinion of the engineer in charge render him suitable for the position.

(b) Journeymen who hold the Electricians' Advanced Trade Certificate shall be paid 4d. per hour in addition to the rate provided herein for registered electrical journeymen.

(c) *Leading Hand*—The journeyman other than head shift electrician who is actually placed in charge on a job on which two or more other men other than apprentices are employed shall be considered the leading hand, and shall be paid 6d. per hour in addition to the journeyman's rates.

(d) *Service Pay*—Service pay on the following basis shall accrue:

For service exceeding one year — ½d. an hour.

For service exceeding two years, a further ½d. an hour making 1d. an hour in all.

For service exceeding five years, a further 1d. an hour making 2d. an hour in all.

For service exceeding 10 years, a further 1d. an hour making 3d. an hour in all.

Service pay shall count for the calculation of overtime and penal rates.

Service now accrued shall qualify.

Service must be continuous so that if a worker leaves or is discharged and returns to the employer, he commences afresh without service pay and his qualification runs from date of return.

(e) *Tool Allowance*—Journeymen shall be paid a tool allowance of 3d. per hour. A journeyman shall provide himself with sufficient tools, other than those referred to in the following paragraph to efficiently carry out the work upon which he is substantially employed.

The employer, on the coming into operation of this agreement shall see that each journeyman is supplied with conduit and wood-casing fitting tools, which shall comprise stocks and dies, tenon saw, pipe-vice, hacksaw blades and files, and where necessary shall provide soldering-bolts, plugging-chisels, blow-lamps, snips, spanners and foot-print pliers when of unusual size, key-hole saw blades, all augers, and all wood-bits over 1 in. size, metal drills, taps and dies, torches and batteries, and all test equipment. All steps and ladders required shall be provided by the employer.

Workers shall sign for any tools served to them, if requested by the employer, and shall return such tools in good order, subject to fair wear and tear. Suitable facilities shall be provided by the employer for safely storing tools.

Any tools or gear required to do a special job shall be provided by the employer.

If a worker is required to supply his own tools the employer shall compensate him to the full extent of any damage to or loss of the tools caused by fire on the job, and if between the time when work ceases for the day and the time work is resumed on the job on the next or any subsequent day, damage to tools or loss of the tools is caused by fire or burglary, the employer shall compensate the worker to the full extent of his loss provided that the tools have been stored by the worker in the place and in the manner directed by the employer or his representative.

The employer shall be responsible for safeguarding a worker's tools when the worker has to break off work through sickness or accident.

(f) *Deduction from Wages*—The employer shall be entitled to make a rateable deduction from the wages of weekly workers provided for herein for time lost through sickness, default or accident or through absence with the consent of the employer.

*Clause 6—Payment of Wages*

(a) Pay day shall be Wednesday in each week except where the incidence of award holidays makes this impracticable when pay day shall be on Thursday. Wages shall be paid during working hours.

(b) All wages shall be paid on dismissal of a worker or when a worker leaves of his own accord.

(c) Each worker shall be supplied with a statement showing details of his earnings for each pay period, and any deductions therefrom.

(d) One week's notice of termination of employment shall be given on either side and where the employment is terminated by either party without giving the requisite notice, one week's wages shall be paid or forfeited, as the case may be, by the defaulting party: Provided, however, that the employer shall be entitled to dismiss a worker summarily for misconduct.

*Clause 7—General Conditions*

(a) It shall be the duty of the employer to provide lockers or other suitable accommodation wherein employees may keep their clothes, good ventilation, and proper sanitary arrangements, also a sufficient supply of boiling water at meal-times and hot water for washing at knocking-off times, and adequate and suitable washing facilities. Workers will co-operate with the management to ensure that work areas and amenities are maintained in a tidy and orderly condition.

(b) Where practicable proper shelter shall be provided to protect workers from cold winds or wet weather when working in the open.

(c) Suitable screens shall be supplied for electric welding machines and shall be used by operators wherever it is not impracticable to do so.

(d) A rest interval of not less than 10 minutes shall be allowed morning and afternoon without deduction of pay, and also after each two hours' continuous overtime provided that the overtime is to be continued after such interval.

(e) Safety spectacles shall be issued on a personal basis on the request of registered electrical journeymen who need such protection in the course of their duty. There shall be an obligation upon the workers to use the protection so afforded. Fair wear and tear excepted, workers shall be responsible for the replacement of spectacles lost or damaged through carelessness.

(f) Repairs shall not be done in lift-shafts or other dangerous places of a similar nature when the same are in ordinary use.

(g) A worker shall not be required to carry out the following work without an assistant competent to carry out emergency measures: maintenance work on lifts, work on moving machinery, work on ladders, etc., where danger of slipping exists or work which involves the risk of electrocution.

(h) All ladders shall be supplied with suitable non-skid footing attachment and a permanent tie-rope of not less than 6 ft in length.

(i) An employer shall provide reasonable facilities for supplying warmth for men working in the workshops in cold weather.

(j) Mill safety rules shall be promulgated to all employees covered by this agreement and departmental rules drawn up through the safety committees shall be issued as necessary to maintenance men.

(k) When employed on work for which the industry award provides for the supply of boots, workers subject to this agreement shall be so supplied.

(l) The union will be granted authority by the employer to have a stop-work meeting of one hour each quarter on a date and time mutually agreed to. Such meetings are not to interfere with essential production. In special circumstances the employer is prepared to consider requests for additional stopwork meetings.

(m) Workers shall be issued with two pairs of overalls each year. Where undue deterioration of overalls has occurred through conditions on the job, an extra issue may be made subject to the used gear being returned.

*Clause 8—Accidents*

(a) An adequate first-aid emergency kit shall be kept in a convenient and accessible place in every works, and shall be open to inspection once a month by a union official.

(b) Facilities shall be provided for rendering first-aid in the case of accident to workers while working outside the employer's place of business.

(c) Provision shall be made for a supply of hot water at short notice.

(d) Where a worker is injured in the course of his employment and is obliged to attend hospital or a doctor for treatment during working hours, such worker shall be paid by the employer for time so lost on the day of the accident but not for more than two hours.

*Clause 9—Unqualified Preference*

(a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of the union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(f) The employer shall, on the written request of the branch secretary of the union, at not shorter intervals than three months, supply the names of all employees at such time employed within the scope of this agreement.

*Clause 10—Under-rate Workers*

(a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.



(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed in this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Clause 11—Engineering Students*

Any student of any recognised university engineering college in the Dominion who engages himself to any employer party to this agreement for the purpose of obtaining practical experience to supplement his theoretical training during the vacation period shall be subject to provisions of this agreement, except that his rate of pay shall be 8s. 6d. an hour, £17 a week. This rate of pay shall not apply to company bursars who are on a salaried basis of remuneration. Provided that this clause shall not entitle an employer to dismiss a worker in order to make room for a student.

#### *Clause 12—Matters Not Provided For*

The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference not satisfactorily resolved through the mill grievance procedure shall arise between the parties bound by this agreement, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### *Clause 13—Right of Entry*

The secretary or other authorised representative of the local union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business. The employer shall give recognition to any worker who is appointed shop steward in the establishment in which he is employed.

#### *Clause 14—Term of Agreement*

This agreement in so far as it relates to rates of wages shall be deemed to have come into force on 5 July 1965 and in respect of all other conditions from the day of the date hereof and shall continue in force until 30 November 1966.

Signed on behalf of the North Island Electrical and Related Trades Industrial Union of Workers—

J. F. TAYLOR, Auckland Branch Secretary.

Witness—F. Gerbic.

D.B. MCFARLANE, Delegate.

Witness—O. R. Lewis, Sub-branch Secretary.

Signed on behalf of Tasman Pulp and Paper Co. Ltd.—

W. W. OLSEN, Mill Manager.

Witness—R. D. Butt.

G. O. WHATNALL, Industrial Relations Manager.

Witness—R. D. Butt.

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